

5834-B DEC 31 1970  
JAN 25 1971 -12 15 PM

SECOND AMENDMENT TO EQUIPMENT LEASE

THIS SECOND AMENDMENT TO EQUIPMENT LEASE ~~dated~~ <sup>INTERSTATE COMMERCE COMMISSION</sup> January 4, 1971, between GEORGE D. MACKAY and EDWARD E. CASTANS, not in their individual capacities but solely as Trustees under a Trust Agreement dated as of August 27, 1970 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent") and BURLINGTON NORTHERN INC., a Delaware corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Lessee and the Agent have heretofore executed and delivered that certain Equipment Lease dated as of August 27, 1970 (the "Lease") as amended by that certain First Amendment to Equipment Lease dated as of December 1, 1970 (the "First Amendment") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in the Schedule attached to said Lease, as amended; and

WHEREAS, the said Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 1:55 P.M. on September 8, 1970 and has been assigned Recordation No. 5824 and the said First Amendment was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 9:50 A.M. on December 18, 1970 and has been assigned Recordation No. 5824-A; and

WHEREAS, the Lessor, the Lessee and the Agent desire to amend the Lease, as amended by the First Amendment, as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, Lessee and the Agent hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended by deleting Schedule B-1 attached to the First Amendment as executed and by substituting therefore Schedule B-1 attached to this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

GEORGE D. MACKAY and EDWARD E. CASTANS,  
Trustees under B. N. Trust No. 1

By George D. Mackay LESSOR

(Corporate Seal)

Attest:

[Signature]  
Secretary

UNITED STATES LEASING INTERNATIONAL, INC.

By [Signature]  
Its Vice President  
AGENT AS AFORESAID

(Corporate Seal)

Attest:

[Signature]  
Secretary

BURLINGTON NORTHERN, INC.

By [Signature]  
Its Vice President and Controller  
LESSEE

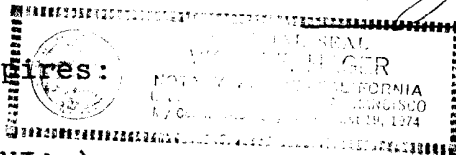
STATE OF ~~ILLINOIS~~ *California*

*City* COUNTY OF ~~DE PAGE~~ *San Francisco* SS

On this 11 day of January, 1970, before me personally appeared John J. Miley, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

(Seal)

My commission expires:

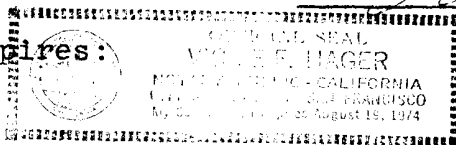


STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF )  
SAN FRANCISCO )

On this 11 day of January, 1970, before me personally appeared DAVID A. WOOLSEY, to me personally known who being by me duly sworn, says that he is the Vice President President of UNITED STATES LEASING INTERNATIONAL, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

My commission expires:



STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

On this 20th day of January, 1970, before me personally appeared W N EITZEN, to me personally known, who being by me duly sworn, says that he is the Vice President and Controller of BURLINGTON NORTHERN INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

My commission expires:

Richard J. Wolfe  
RICHARD J. WOLFE,  
Notary Public, Ramsey County, Minn.  
My Commission Expires April 30, 1977

SCHEDULE B-1

NUMBER OF UNITS:	200
DESCRIPTION OF EQUIPMENT TO BE RECONSTRUCTED:	50-foot rebuilt boxcars, Road Numbers BN 217200 through BN 217299 and BN 318800 through BN 318899
PRICE:	\$6,960.00 per car
TOTAL PRICE:	\$1,392,000 for all 200 cars
OUTSIDE DELIVERY DATE:	March 31, 1971
DELIVER TO:	Burlington Northern Inc. as designated by the Railroad
RENT PERIOD:	Eight (8) years commencing with the first rental payment date
FIXED RENTAL:	16 semi-annual installments, in advance, of \$595.08 per unit or an aggregate for 200 units of \$119,016.00
INTERIM DAILY RENT:	\$2.0784 per day per car

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals for such Item shall be ratably increased or reduced.

LESSEE: BURLINGTON NORTHERN INC.

TRUSTOR: First National Bank of Minneapolis

LENDER: Los Angeles County Employees Retirement Association